

## UNITED STATES BANKRUPTCY COURT

Eastern District of Michigan, Detroit Division

In re JANET R TYLER

Case No. 09-40190

Debtor

Chapter 13

**Notice of Mortgage Payment Change**

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: CitiMortgage, Inc.

Court claim no. (if known): 11

Last four digits of any number

you use to identify the debtor's

7795

account:

\* See Addendum

**Date of payment change:**Must be at least 21 days after date of  
this notice05/01/13 \*  
mm/dd/yyyy**New total payment:**

\$ 749.00

Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment**

Will there be a change in the debtor's escrow account payment?

☐ No☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change.

If a statement is not attached, explain why:

Current escrow payment: \$ 147.42

New escrow payment: \$ 126.74

**Part 2: Mortgage Payment Adjustment**

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

☒ No☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate:

New interest rate:

Current principal and interest payment: \$

New principal and interest payment: \$

**Part 3: Other Payment Change**

Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.

(Court approval may be required before the payment change can take effect.) Reason for change:

Current mortgage payment: \$

New mortgage payment: \$

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /S/Melissa Lyons Date 4/2/13  
Signature

**Print:** Melissa Lyons Title Bankruptcy Specialist  
First Name Middle Name Last Name

Company CitiMortgage, Inc.

Address PO Box 6030  
Number Street

Sioux Falls, SD 57117-6030  
City State Zip Code

Contact phone (866)613-5636 Email Citi\_Poc@citi.com

\* The effective date of the change in payment amount as set forth on this notice is the result of the notice requirements of Bankruptcy Rule 3002.1(b) and may differ from the effective date of the change in payment amount as set forth on the attached Escrow Statement that was sent to the borrower pursuant to the Real Estate Settlement Procedures Act. As a result, the borrower may have paid more or less than the actual payment amount due during the period of time (if any) between the effective date in the Escrow Statement and the effective date in this notice (the "Gap Period"). If the borrower made payments during the Gap Period that were higher than the actual amount due, Citi will refund or credit the borrower's account for the overpayment. Note that the borrower's escrow account may be underfunded if the Escrow Statement indicated that the minimum payment obligation would increase but the borrower continued to make payments in the lower amount that was actually due during the Gap Period. In that case, Citi will place funds in the borrower's account -- at Citi's expense -- amounting to the difference between the lower amount the borrower paid and the higher amount owed. This does not constitute a modification of the payment obligations under the terms of the promissory note, mortgage, or other loan documents.



**U.S. Bankruptcy Court  
Eastern District of Michigan (Detroit)**

Debtor: **Janet R Tyler**

Case # 09-40190

**CERTIFICATE OF SERVICE**

I hereby certify that on April 2, 2013, I served a copy of this Notice and all attachments on the following by U.S. Mail, postage prepaid:

Debtor: **Janet R Tyler**  
180 W Ann Arbor Avenue  
Pontiac, MI 48340-180

I hereby certify that on April 2, 2013, I served a copy of this Notice and all attachments on the following by Electronic Notification:

Trustee: **David Wm Ruskin**  
26555 Evergreen Rd Ste 1100  
Southfield, MI 48076-4251

Debtor's Counsel: **Jesse R. Sweeney**  
30555 Southfield  
Suite 400  
Southfield, MI 48076

/s/ Melissa Lyons  
Bankruptcy Specialist



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3-671-73831-0000124-001-1-000-000-000-000 CK  
JANET TYLER  
180 W ANN ARBOR AVE  
PONTIAC MI 48340-1802

P.O. Box 6243  
Sioux Falls, SD 57117-6243  
Customer Service 1-800-283-7918\*  
TTY Services available: Dial 711 from the United States;  
Dial 1-866-280-2050 from Puerto Rico

REPRESENTATION OF PRINTED DOCUMENT

Annual Escrow Analysis

Account Number:  
Analysis Date: March 19, 2013  
CASE#: 09-40190

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO AN AUTOMATIC STAY OF BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT ANY SUCH OBLIGATION. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE NOTIFY US AND PROVIDE THIS CORRESPONDENCE TO YOUR ATTORNEY.

Mortgage Payment

New Monthly Payment Amount: \$749.00

New Payment Effective: May 01, 2013

	CURRENT PAYMENT	NEW PAYMENT
PRINCIPAL/INTEREST	622.26	622.26
MONTHLY ESCROW PAYMENT	147.42	126.74
TOTAL PAYMENT	769.68	749.00

- Your new monthly escrow payment represents 1/12th of your projected annual escrow disbursements.
- If your payment is issued by a third party, or if you make your payments through a bill pay service, please take the appropriate action to ensure that the new amount is updated with the service provider.

Projections for the coming Year

Please keep this statement for reference next year.

MONTH	PAYMENTS TO ESCROW ACCT	PAYMENTS FROM ESCROW ACCT	DESCRIPTION	PROJECTED BALANCE	REQUIRED BALANCE
Starting Balance: (Activity Assumed through April, 2013)				\$932.38	\$760.38
MAY 13	126.74	.00		1,059.12	887.12
JUN 13	126.74	.00		1,185.86	1,013.86
JUL 13	126.74	392.27	CITY/TOWN TAX	920.33	748.33
AUG 13	126.74	.00		1,047.07	875.07
SEP 13	126.74	.00		1,173.81	1,001.81
OCT 13	126.74	.00		1,300.55	1,128.55
NOV 13	126.74	.00		1,427.29	1,255.29
DEC 13	126.74	972.00	HAZARD INSURANCE	582.03	410.03
DEC 13	.00	156.55	CITY/TOWN TAX	425.48 (a)	253.48 (b)
JAN 14	126.74	.00		552.22	380.22
FEB 14	126.74	.00		678.96	506.96
MAR 14	126.74	.00		805.70	633.70
APR 14	126.74	.00		932.44	760.44
TOTALS:	\$1,520.88	\$1,520.82			

- Mortgage Insurance, if any, is not included in the required low point calculation.

Determining Your Escrow Shortage/Surplus

PROJECTED LOW-POINT:	425.48 (a)
REQUIRED LOW-POINT (Cushion):	253.48 (b)
TOTAL ESCROW SURPLUS:	172.00

Under Federal Law, your surplus will be returned to you via a check.  
If your Projected Low-Point (a) is:

- Less than your Required Low-Point (b), you have a shortage.
- Greater than your Required Low-Point (b), you have a surplus.
- Equal to your Required Low-Point (b), the above does not apply.

Please contact your bankruptcy attorney before cashing this check. These funds may be considered property of the bankruptcy estate and may need to be forwarded to the bankruptcy trustee.

Check prints on live document

Account Number:  
Analysis Date:  
Annual Escrow Analysis

March 19, 2013

REPRESENTATION OF PRINTED DOCUMENT

Account History				
	ITEM	ACTUAL PAYMENTS	PROJECTED PAYMENTS	INCREASE/ DECREASE
Please note the increases/decreases that may have occurred from the projections. This has impacted the shortage/surplus in this analysis reflected on the front side of this statement.	HAZARD INSURANCE	972.00	1,006.00	-34.00
	COMBINED TAXES	548.82	585.31	-36.49

This is a statement of actual activity in your escrow account from March 1, 2012 through March 19, 2013. This section provides last year's projections and compares it with actual activity.

Your most recent monthly mortgage payment during the past year was \$769.68 of which \$622.26 was for principal and interest and \$147.42 was credited to your escrow account.

MONTH	ACTUAL PAYMENTS TO ESCROW ACCOUNT	PROJECTED PAYMENTS TO ESCROW ACCOUNT	ACTUAL PAYMENTS FROM ESCROW ACCOUNT	PROJECTED PAYMENTS FROM ESCROW ACCOUNT	DESCRIPTION	ACTUAL ESCROW RUNNING BALANCE	PROJECTED ESCROW RUNNING BALANCE
Starting Balance:-----						\$372.37	\$895.63
MAR 12	122.73	122.73	.00	.00		495.10	1,018.36
APR 12	122.73	122.73	.00	.00		617.83	1,141.09
MAY 12	147.42	132.61 *	.00	.00		765.25	750.44
JUN 12	147.42	132.61 *	.00	.00		912.67	883.05
JUL 12	147.42	132.61 *	.00	424.42 *	CITY/TOWN TAX	1,060.09	591.24
JUL 12	66.33	.00 *	.00	.00	TAX REFUND	1,126.42	591.24
JUL 12	.00	.00	392.27	.00 *	CITY/TOWN TAX	734.15	591.24
AUG 12	147.42	132.61 *	.00	.00		881.57	723.85
SEP 12	147.42	132.61 *	.00	.00		1,028.99	856.46
OCT 12	147.42	132.61 *	.00	.00		1,176.41	989.07
NOV 12	147.42	132.61 *	972.00	.00 *	HAZARD INSURANCE	351.83	1,121.68
DEC 12	.00	132.61 *	.00	1,006.00 *	HAZARD INSURANCE	351.83	248.29
DEC 12	147.42	.00 *	156.55	160.89 *	CITY/TOWN TAX	342.70	87.40
JAN 13	147.42	132.61 *	.00	.00		490.12	220.01
FEB 13	147.42	132.61 *	.00	.00		637.54	352.62
MAR 13	147.42	132.61 *	172.00	.00 *	ESCROW REFUND	612.96	485.23
Totals:	\$1,933.41	\$1,704.17	\$1,692.82	\$1,591.31			

An asterisk (\*) indicates a difference from a previous estimate either in the date or amount. Payment differences of \$2.00 or less will not be marked with an asterisk.

Under Federal Law, your lowest monthly balance should not have exceeded \$265.20 which is 1/6 of anticipated payments unless your mortgage contract or state law specifies a lower amount. Under your mortgage contract or state law, your lowest monthly balance should not have exceeded \$265.22.

CitiMortgage may charge interest on funds advanced to pay your escrow items. If you do not repay the escrow advance within 60 days (of the Escrow Analysis Statement date above) interest will be charged on the outstanding advance amount. The rate of interest on the advance will be the Note rate applicable to your first mortgage loan. The monthly interest accrual will appear on your monthly Mortgage Statement.